

# 2024 CTS LICENCE REFORM CONSULTATION REPORT



OFFICE OF THE  
BRITISH COLUMBIA CONTAINER  
TRUCKING COMMISSIONER

# Table of Contents

**Executive Summary .....3**

**CTS Licence Changes .....4**

**Off Dock Enforcement of Licensees.....4**

**Prohibited from co-operating in any manner with any non-licensee performing off-dock work within the Lower Mainland.....4**

**Subject to using off-dock facilities only approved by the OBCCTC.....6**

**Required to declare all Related Persons and Directing Minds performing Container Trucking Services.....7**

**Subject to providing GPS data on any untagged trucks.....8**

**Required to display the OBCCTC Truck Tag and identify chassis.....9**

**Sponsorship Agreement.....10**

**Clearer criteria for cancellation of a Sponsorship Agreement.....10**

**Clarifying the responsibility of the Independent Operator (“I/O”) when hiring an Indirectly Employed Operator (“IEO”).....11**

**Ensuring only Truckers who own and operate the vehicle are eligible for sponsorship.....13**

**Terms and Conditions of Employment or Retainer of Truckers .....14**

**Minimum pay requirements for truckers.....14**

**Housekeeping.....14**

**Term.....15**

**CONTAINER TRUCKING SERVICES LICENCE .....16**

## Executive Summary

On January 16, 2024, the Office of the BC Container Trucking Commissioner (“OBCCTC”) released proposed changes to the Container Trucking Services Licence to bring about continued stability in the drayage sector, effective December 1, 2024. The OBCCTC sought feedback from stakeholders through written submissions followed by consultation meetings.

The changes were generally understood and supported by stakeholders. Where there were concerns and opposition to certain proposals, they have been highlighted in the report. The OBCCTC’s proposed changes were intended to strengthen off-dock enforcement, enhance sponsorship agreements, introduce a new section to include terms and conditions of employment, and to make a variety of housekeeping changes.

The information received through the consultation process has helped shape the amendments to the CTS Licence and is shared in this Consultation Report.

## CTS Licence Changes

### Off Dock Enforcement of Licensees

#### **Prohibited from co-operating in any manner with any non-licensee performing off-dock work within the Lower Mainland**

**Proposed:**

*The Licensee must not cooperate in any way, directly or indirectly, with a non-licensee who performs unregulated off-dock Container Trucking Services between facilities and locations within the Lower Mainland.*

While stakeholders understood the motivation for the proposal and the benefits to licensees who adhere to the conditions of their licence, there was considerable opposition from licensees who feared they would have to police every interaction with another trucking company to ensure they were compliant – that the breadth of the condition could inadvertently capture licensees who have day to day dealings with other non-licensee companies including those that perform long haul container trucking services. By way of example, one licensee was concerned that it would have to monitor arrivals to its yard for overnight storage to avoid inadvertently being in breach of this proposed condition. Some licensees asserted that the language was beyond the mandate of the Commissioner.

I do not agree that the Commissioner cannot ensure licensees adhere to the Act by introducing terms in the CTS licence that would prevent a licensee from circumnavigating the purpose of the Act. I am cognizant of a caution first identified by Vince Ready and Corrin Bell in their Recommendation Report that led to the creation of the Act. In that report, the authors lamented the following when they first proposed a wage system:

*We sincerely remain concerned that undercutting and gamesmanship will continue in this industry. In particular, we are concerned that, based on some of the scenarios presented to us over the course of the previous four months, companies and drivers will seek to find loopholes in the proposed wage system.*

Section 18 of the Act provides the Commissioner with the ability to impose necessary conditions in the CTS licence to address the gamesmanship in the industry.

There are legitimate reasons that licensees may wish to own, control, or work with unlicensed trucking companies. There may be companies dedicated to moving flat decks or dry vans or other non-containers. A licensee may want to have a separate company to move “containers” on a long-haul basis (i.e., to and from outside the Lower Mainland).

However, it has become clear that some licensees have a license to perform on-dock work and own and/or control (directly or indirectly) an unlicensed company used to move containers between facilities in the Lower Mainland at an unregulated rate. The unlicensed companies performing unregulated

off-dock container trucking services in conjunction with the Licensee are colloquially referred to as “shadow companies.”

Some licensees claim these “shadow companies” perform container trucking work that, even if performed by the licensee, would be outside the scope of the Act. Terms like “domestic containers” and “domestic repositioning” are often used to suggest that moving containers that meet the regulatory definition of “container” do not require the licensee to pay the regulated rates or permit a Related Person to move the container on their behalf.

I do not agree that licensees can move “containers” within the Lower Mainland without paying the regulated rate and using a tagged truck. On March 22, 2024, I issued an industry advisory that dismissed the notion that a container is not a “container” just because it does not travel through a marine terminal during the trip in question.

To allow licensees to continue to own, control, and/or work with “shadow companies” will mean that licensees can move Container Trucking Services mostly off-dock work to their unlicensed partners to avoid paying the regulated off-dock trip rates. This is reducing the ability of drivers to earn income as off-dock container trucking work is diverted to these “shadow companies” and reduces the income of drivers who now have to accept less than the regulated rate to perform off-dock trips.

One only need look at events leading up to the labour disruptions up to 2014 to know that paying lower rates to drivers performing off-dock work causes labour instability in the drayage sector and if left unchecked it is likely to cause future instability.

Some companies in the drayage sector need to make a fundamental business decision: how important is access to a marine terminal? If it is important, then the company must know that moving a container within the Lower Mainland means paying a regulated rate and using a truck tag – full stop. If this is not economically viable for any particular company, then the company has the option of not applying for a CTS license and performing exclusively off-dock work.

There are plenty of industry members who have one or several licensed companies and use tagged trucks and pay the regulated rate or work with a company that only performs long haul container trucking services (i.e. Moves a container from outside the Lower Mainland directly to a facility in the Lower Mainland where a licensee will then perform the on-dock or off-dock trip within the Lower Mainland) and have been in business for quite some time. The model works because only licensed companies are given exclusive access to the marine terminals.

As mentioned, during the consultation period, I heard from some licensees who are concerned that prohibiting any interaction with a non-licensee would potentially place them in breach of this proposed condition. I have also heard from other licensees that the Commissioner should wait before adopting this proposal until a pending judicial review concerning “domestic containers” or “53-foot containers” is decided to ensure the drayage sector has some certainty about the scope of the Act.

I am aware of the broad nature of the proposed condition, meant to foreclose opportunities for “gamesmanship, but I do not believe that it is so broad as to capture day-to-day interactions between licensees and non-licensees who are not owned or controlled by the licensee, such that they may inadvertently be in breach. The intent is to capture those coordinated efforts with non-licensees who

perform off-dock container trucking services to undermine the *Act* similar to the prohibition in place for subcontracting set out in section 6.3, not to stop all commerce between licensees and non-licensees. Based on the feedback, however, I accept that this proposal may unwittingly place a licensee in breach based on actions of unrelated individuals. I am aware that the language in the current CTS license (e.g. Subcontract for Container Trucking Services) and some of the other proposed changes and enforcement will assist in curbing the use of “shadow fleets” from performing Container Trucking Services, but there still needs some enhancement that Licensees and other companies including Relate Persons cannot cooperate in such a way to avoid adhering to the regulatory requirements when performing on dock trips and off dock trips. Some licensees insist that they do not have any agreement, understanding or arrangement with other non-licensed companies to perform off-dock container trucking services and only work with non-licensed companies who perform long haul container trucking services and, if true, this amendment should not impact their operations. Therefore, the prohibition has been amended to address the presence of an agreement, understanding or arrangement between the non-CTS licensed company and Licensees to move containers within the Lower Mainland and thereby avoid paying the regulated rates or using tagged trucks.

### Adopted as amended

#### Section 1 - Definition

“Off Dock” means Off Dock Trip

“On Dock” means On Dock Trip

New (6.2) The Licensee must not enter into an agreement, arrangement or understanding to perform On-Dock or Off Dock Container Trucking Services with any party who is not a Licensee and who performs Off-Dock Container Trucking Services in the Lower Mainland.

### Subject to using off-dock facilities only approved by the OBCCTC

#### Proposed:

#### Section 5 – Conditions of Licence (new 5.24)

##### *Access to Facility*

*The Licensee can only perform Container Trucking Services at a facility in the Lower Mainland approved by the Commissioner.*

Both groups that supported and opposed this proposal were uncertain how the OBCCTC would institute an “approval” process of a facility and felt that the Commissioner would need to collaborate more on the criteria that would go into the approval process. While the consultation process generated a greater understanding among stakeholders that the OBCCTC sought to curb activities that undermine the purpose of the *Act*, many felt that some of these enforcement measures already exist under sections 9 and 32 of the *Act*.

**Not Adopted:**

Given the desire of many in the industry to participate more in the development of approval criteria, I believe it would be wise to work with the sector to further discuss what could be helpful. Given the feedback, it would be premature to introduce this proposal at this time.

**Required to declare all Related Persons and Directing Minds performing Container Trucking Services**

**Proposed:**

Under Schedule 1 of Appendix D (5) – Required Information

*The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for each Related Person of the Licensee who performs in part or in full container trucking services:*

- (a) The Directing Mind for each Related Person(s)*
- (b) Shareholder Registry of Licensee*
- (c) a copy of the Business Corporate Summary of each Related Person*
- (d) identification of each Approved Vehicle directly or indirectly controlled by the Related Person*

There was not much feedback on this proposal but during the consultation process a few questions were raised about the meaning of “directing mind.” The concept has been a part of the CTS license for some time (see the definition of “Related Person”) and addition of the proposed condition is in line with the standard use of the term.

**Adopted:**

*The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for each Related Person who performs Container Trucking Services:*

- (a) The Directing Mind*
- (b) Shareholder Registry of each Related Person*
- (c) a copy of the Business Corporate Summary of each Related Person*
- (d) identification of each Approved Vehicle directly or indirectly controlled by the Related Person*



## Subject to providing GPS data on any untagged trucks

### Proposed:

Under Section 5 – Electronic Container Tracking Services

*Upon the request of the Commissioner, the Licensee must ensure that all trucks owned or controlled by a Related Person and engaged in Container Trucking Services for the Licensee are equipped with an electronic device or technology that records the number of hours of Container Trucking Services and/or Container Trucking Services trips performed.*

Those opposed to this proposal believed it was too far reaching as this requirement extends to non-licensees and created challenges in determining which work is Container Trucking Services work and questioned who would pay for the expense.

Licensees are already required to have electronic devices recording trips in all trucks. This proposed condition would only require licensees to ensure that trucks owned or controlled by a Related Person are similarly equipped *if the Commissioner asks for this*. The reason may be that a licensee may claim that a Related Person only performs long haul Container Trucking Services, and a serious concern has been raised that perhaps they are performing Container Trucking Services for the licensee within the Lower Mainland.

When the OBCCTC has serious concerns that a licensee or its Related Person is using untagged trucks to move containers within the Lower Mainland, the Commissioner needs the tools to ensure that truck is being used in the manner claimed by the licensee. It is not feasible to have an army stationed around the Lower Mainland identifying where each non-tagged truck is moving. It is more practical to have existing tracking technology confirm the use of the truck.

Any challenges associated with identifying Container Trucking Services on dock and off-dock work already exist for licensees and many have managed to distinguish Container Trucking Services work from other work for auditors but the point of this provision was to ensure that non-licensed trucks were not performing Container Trucking Services.

Again, the issue of cost will only arise when the Commissioner asks the licensee to equip trucks belonging to Related Persons with this technology. At that point, the cost will be borne by the licensee, but this may not be burdensome given the requirements in the industry to have trucks tracked by GPS or regulated electronic logging devices. This proposed condition would simply allow the OBCCTC a tool to investigate serious concerns that licensees are through Related Persons using untagged trucks to perform Container Trucking Services.

I understand that the use of the term Container Trucking Services may have caused confusion in the proposed amendment so that has been amended to clarify that it is to capture those Related Persons of the Licensee who move containers beyond the Lower Mainland too.



**Adopted as amended:**

*Upon the request of the Commissioner, the Licensee, at its expense, must ensure that all trucks owned or controlled by a Related Person and move Containers are equipped with an electronic device or technology that records the number of hours and trips performed.*

**Required to display the OBCCTC Truck Tag and identify chassis**

**Proposed:**

Appendix B – Equipment and Safety

*(d) that all Approved Vehicles used by the Licensee for Container Trucking Services are identified:*

- i. Display a Truck Tag on the approved truck to carry out Container Trucking Services.*
- ii. The Truck Tag cannot be tampered with, removed, exchanged, sold, purchased, altered, or destroyed.*
- iii. The Licensee must advise the OBCCTC of any damage to the truck tag or changes to the truck (i.e. removed from their fleet or requiring repairs taking longer than 10 days) or being replaced within in five (5) business days.*

*(e) That all chassis owned or leased by the licensee or Related Person be identified with a clearly visible unique identifier.*

Many licensees explained that they rent chassis from third party providers, and it would not be practical to place a unique identifier on such a chassis. This is a valid point and may make the proposal impractical.

On the issue of “changes to the truck” some licensees and the VFPA advised that the Access Agreement sets out requirements for removal of trucks or trucks requiring repairs. As this appears to be a duplication of the Access Agreement, it appears to be redundant. There was also clarification sought that Licensees who have trucks that exclusively perform “long haul” work (e.g., to/from a facility directly to/from a location outside the Lower Mainland) do not require a truck tag. Based on the above, the licensee will be amended to the following:

**Adopted as Amended:**

(d) that all Approved Vehicles used by the Licensee for Container Trucking Services:

- i. display a Truck Tag on the Approved Truck to carry out Container Trucking Services for On-Dock Trips and Off Dock Trips.
- ii. that the Truck Tag is not tampered with, removed, exchanged, sold, purchased, altered, or destroyed.
- iii. the Licensee must advise the OBCCTC within five (5) business days of any damage to the truck tag or replacement of the truck.

## Sponsorship Agreement

### Clearer criteria for cancellation of a Sponsorship Agreement

#### Proposed:

Under Schedule 2 – Sponsorship Agreement (Termination of Sponsorship Agreement)

- 17) *The Sponsorship Agreement may immediately be terminated if any of the following occurs:*
- a) *Sponsored I/O has not performed or is not expected to perform container trucking services for the Sponsor in a 45-day period.*
  - b) *Written resignation, layoff or termination of Sponsored I/O for any reason.*
  - c) *The Sponsored I/O is removed from the I/O List.*
  - d) *Sponsored I/O port pass is rescinded or not renewed.*
  - e) *The Sponsored I/O fails to produce or maintain the records for IEO's set out in Appendix 2 of the Sponsorship Agreement.*
  - f) *The Approved Vehicle is no longer leased or owned or used or able to be used for container trucking services by the Sponsored I/O.*
  - g) *The Sponsored I/O is paid directly or indirectly by another Licensee who is not a signatory to this Sponsorship Agreement.*
  - h) *Withdrawal or suspension of truck tag by the Commissioner.*
  - i) *Suspension, cancellation, or expiry of the Term of the Sponsor's CTS Licence.*
  - j) *Sponsor or the Sponsored I/O attempts to remove, exchange, sell, purchase, alter, destroy or fail to report a removed or damaged truck tag issued by the Commissioner.*

Two key issues were raised with this proposal by independent operators and their representatives. Clarification was sought about who could cancel the Sponsorship Agreement and submissions were made that the 45-day period is not consistent with the variety of reasons a licensee may be away.

The Sponsorship Agreement can currently be cancelled or continued by the Commissioner and the intent was not to change that process but to clarify.

The Commissioner will continue to serve as a neutral person to determine if the Sponsorship Agreement should be cancelled. I/Os have gone away on vacation only to return to find a licensee has cancelled their Sponsorship Agreement without their knowledge. Licensees have given no work to IOs but have refused to cancel their Sponsorship Agreement to allow them to sign a new one with another licensee. This level of oversight will continue to provide some protection for I/Os by ensuring that any cancellation is based on legitimate reasons and is provided in writing.

There was also confusion about the 45-day period. To be clear, this proposal was not intended to prevent an I/O from taking vacation for fear of having their Sponsorship Agreement cancelled by the Commissioner. The current provision is up to 90 days as set out in the Truck Tag Policy. Given the

concerns expressed during consultation, I will rely on the 90 days set out in the Tag Policy for the time being. If changes need to be made, they can be made in the Tag Policy.

I also heard concerns that the replacement of a truck should not result in the cancellation of a Sponsorship Agreement as this would create an administrative burden. I understand that concern and the proposed condition will be amended accordingly.

The Vancouver Fraser Port Authority stated that I/Os currently must be a party to a Joinder Agreement, and this should be reflected in the Sponsorship Agreement. That will be added to the Sponsorship Agreement under a housekeeping change.

**Adopted as amended (renumbered):**

19) The Sponsorship Agreement may immediately be terminated if any of the following occurs:

- a. In accordance with a requirement set out in the Tag Policy.
- b. Sponsored I/O resigns or is laid off or terminated for any reason.
- c. Sponsored I/O is removed from the I/O List.
- d. Sponsored I/O's port pass is rescinded or not renewed.
- e. Sponsored I/O fails to produce or maintain the records for IEOs set out in Appendix 2 of the Sponsorship Agreement.
- f. Sponsored I/O is paid directly or indirectly by another Licensee who is not a signatory to this Sponsorship Agreement.
- g. Commissioner withdraws or suspends the Sponsored I/Os truck tag.
- h. Sponsor's licence is suspended, cancelled, or expired.
- i. Sponsor or the Sponsored I/O attempts to remove, exchange, sell, purchase, alter, destroy or fail to report a removed or damaged truck tag issued by the Commissioner.

20) Either the Sponsor or the Sponsored I/O may terminate the Sponsorship at any time, upon written notice to the other party, and to the Commissioner.

**Clarifying the responsibility of the Independent Operator ("I/O") when hiring an Indirectly Employed Operator ("IEO")**

**Proposed:**

Under Schedule 2 – Sponsorship Agreement (Indirectly Employed Operator)

- 11. The Sponsored I/O is entitled to hire one Indirectly Employed Operator ("IEO") as a relief driver under this Sponsorship Agreement.*
- 12. IEO must be an employee of the Sponsored I/O and identified in the form attached as Appendix 1;*
- 13. Sponsored I/O is required to pay the regulated Compensation for an IEO and maintain payroll records in accordance with Appendix 2.*
- 14. The Sponsor or Sponsored I/O is not permitted to directly or indirectly deduct any Business Costs from the Compensation of an IEO.*

15. A Sponsored I/O is required to comply with the following:
  - a. remuneration requirements of the IEO as set out in the *Container Trucking Act* and *Container Trucking Regulation* and the *Commissioner's Rate Order*;
  - b. the requirements set out in the *Employment Standards Act RSBC 1996, c. 113* as amended;
  - c. update the Commissioner and Sponsor in writing upon hiring, layoff, suspension, or termination of an IEO;
  - d. provide the Commissioner upon request the required payroll records of the IEO as set out in Appendix D of the CTS Licence.
  - e. The *Personal Information Protection Act* as it related to the employment of an IEO.
16. Sponsor will ensure that the Sponsored I/O carries out the obligations to the IEO as set out in this Sponsorship Agreement and will indemnify the IEO for any remuneration deemed owed to the IEO by the Commissioner.

Some licensees felt that IEOs should be prohibited altogether because of previous experience with I/Os not paying their drivers and the liability ultimately being placed on the licensee. Drivers opposed such a ban on IEOs and were generally supportive of having an IEO as a relief driver and opposed to an IEO permanently replacing an I/O. The 2020 CTS license first limited I/Os to having one IEO and I do not feel a ban would be appropriate. I/Os are entitled to have a relief driver for times they are off work (currently up to 90 days) and some licensees insist that the I/O use a relief driver to ensure maximum efficiency of the truck tag.

**Adopted (renumbered):**

- 13) Sponsored I/O is entitled to hire one IEO as a relief driver under this Sponsorship Agreement.
- 14) IEO must be an employee of the Sponsored I/O and identified in the form attached as Appendix 1;
- 15) Sponsored I/O is required to pay the regulated Compensation for an IEO and maintain payroll records in accordance with Appendix 2.
- 16) Sponsor and Sponsored I/O are not permitted to directly or indirectly deduct any Business Costs from the Compensation of an IEO.
- 17) Sponsored I/O is required to comply with the following:
  - a. comply with the remuneration requirements of the IEO as set out in the *Container Trucking Act* and *Container Trucking Regulation* and the *Commissioner's Rate Order*;
  - b. comply with the *Employment Standards Act RSBC 1996, c. 113* as amended;
  - c. advise the Commissioner and Sponsor in writing upon hiring, layoff, suspension, or termination of an IEO;
  - d. provide the Commissioner upon request the required payroll records of the IEO as set out in Appendix D of the CTS Licence.
  - e. comply with the *Personal Information Protection Act* as it related to the employment of an IEO.
- 18) Sponsor will ensure that the Sponsored I/O carries out the obligations to the IEO as set out in this Sponsorship Agreement and will indemnify the IEO for any remuneration deemed owed to the IEO by the Commissioner.

## Ensuring only Truckers who own and operate the vehicle are eligible for sponsorship

### Proposed:

Pursuant to the Sponsor's Container Trucking Services Licence, the Sponsor and the Sponsored Independent Operator ("Sponsored I/O") acknowledge and agree that:

- 1) The Sponsored I/O is a party to a Joinder Agreement with the Vancouver Fraser Port Authority;
- 2) The Sponsored I/O is an individual who currently holds a valid Port Pass;
- 3) The Sponsored I/O is an individual who currently holds a valid Class 1 BC Driver's License;
- 4) The Sponsor does not have any financial interest (directly or indirectly) in the Sponsored I/Os Approved Vehicle;
- 5) The Sponsored I/O is on the I/O List held and administered by the OBCCTC;
- 6) The Sponsor requires the services of the Sponsored Independent Operator to perform Container Trucking Services;
- 7) The Sponsored I/O performs Container Trucking Services a majority of the time while providing Container Trucking Services for the Sponsor.
- 8) If the Sponsored I/O uses the services of an Indirectly Employed Operator (IEO) to undertake Container Trucking Services, that sole person must be an employee of the Sponsored I/O and identified in the form attached as Appendix 1.
- 9) The Sponsored I/O may not employ more than one IEO at a time to undertake Container Trucking Services or use the services of an IEO to replace a Sponsored I/O longer than the term specified by the Commissioner in the Tag Policy;
- 10) The Sponsor and Sponsored I/O agree the Payroll Deductions are the only non-statutory deductions that are permitted.
- 11) The Sponsor must provide the Sponsored I/O an itemized listing of the expenses that match the Approved Deductions at the time of the deductions.
- 12) The Sponsored I/O may cancel the Payroll Deductions upon 30 days written notice to the Sponsor.
- 13) It is the Sponsor's obligation to notify the Commissioner forthwith if any of the information of the Sponsor, the Sponsored I/O or the IEO changes within five (5) business days of change.

### Adopted:

There was general agreement that Independent Operators should continue to be owners and operators of their vehicles. Some Truckers were concerned about certain life events that may prevent them from operating their vehicle from time to time. The inclusion of IEOs as relief drivers should provide some ability for I/Os who experience those periods of time, but the challenge is what is an appropriate period of time an I/O should be able to continue to use an IEO. Everyone agrees that it should not be for an indefinite period of time, but were unable to come to a consensus and the matter could be revisited when reviewing the Tag Policy.

## Terms and Conditions of Employment or Retainer of Truckers

### Minimum pay requirements for truckers

#### Proposed:

Under New Schedule 6 – Minimum Daily Hours and Call Out

*(1) if as required by Licensee a Trucker reports for work on any day, the Licensee must pay the Trucker for a minimum of 4 hours at the regular wage or the minimum call out set out in the Rate Order (whichever is applicable) whether or not the Trucker starts work, unless the Trucker is unfit to work or fails to comply with Part 2 of the [Workers Compensation Act](#), or a regulation under that Part.*

This proposal generated a concern that it was not consistent with the current Rate Order. It also generated a number of additional requests – including from the United Company Driver’s Association-- for other “terms and conditions” including statutory employment and benefit terms to be added.

On the first point, the proposal was intended to be consistent with the Rate Order – not add a new term and condition. I agree that this should be amended to reflect that intent.

On the second point, there is definite value in having a broader discussion on what terms and conditions should be included in the CTS license but that would require greater discussion amongst the stakeholders after which the appropriate terms and conditions can be added to this section.

#### Adopted as amended:

If, as required by Licensee, a Trucker reports for work on any day, the Licensee must pay the Trucker the minimum daily hours set out in the Rate Order (whichever rate is applicable) whether or not the Trucker starts work.

## Housekeeping

One of the consequences of not adopting some of the proposed amendments is that it impacted the numbering system in the draft document. Numbering has been corrected in this document.

There were several questions about the deletion of certain definitions in the CTS license and whether this means there is no longer a definition of those terms. The terms that were removed from the CTS license are defined in the *Act* and *Regulation* and those definitions are carried over into the CTS license.

The term “Licence Applicant” is defined in the Statutory Declaration but not in the definitions in That was added to Section 1.

A review of the Required Information identified the use of employee and employer in some places and Trucker, IEO and Licensee in others. For consistency, we standardized the language, referring only to Trucker, IEO and Licensee where applicable.

There was also an inclusion of “cancelled payroll cheques” in Appendix D (Required Information).

A review of the IEO records in Appendix 3 did not consistently use Sponsored I/O and IEO and the language was made consistent.

The definition of “Port Pass” was updated to acknowledge that Transport Canada is responsible for the security requirements.

The current definition of “Approved Vehicle” identifies the License Area of the Access Agreement which is defined as Marine Terminal in the *Act*. The term License Area has been replaced by the term Marine Terminal to coincide with the *Act*.

There were other grammatical and formatting changes that were not consequential.

## Term

A number of licensees and their representatives argued that terms longer than two years should be considered by the Commissioner. At this time, I am comfortable with a two-year term but will engage with stakeholders to discuss the possibility of a longer-term licence. I note that the two-year term can still be renewed by the Commissioner at his discretion.





# **CONTAINER TRUCKING SERVICES LICENCE**

**CONTAINER TRUCKING SERVICES LICENCE**

**ISSUED BY:**

**British Columbia Container Trucking Commissioner**

**(“Commissioner”)**

**TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(“Licensee”)**

**Date of issuance:** \_\_\_\_\_, 2024

**Under authority of:** *Container Trucking Act*, SBC 2014, chapter 28 and the *Container Trucking Regulation* BC Reg 248/2014, as amended (the “Act” and the “Regulation” respectively).

**This Licence** is comprised of the cover page, the definitions, the Licence terms and signature page, and the Schedules:

- Schedule 1: Conditions of Licence (Appendices A to E)
- Schedule 2: Sponsorship Agreement (Appendices 1-3)
- Schedule 3: Licensee Consent
- Schedule 4: Sponsored Independent Operator Consent Form
- Schedule 5: Related Persons
- Schedule 6: Terms and Conditions of Truckers Employment and Retainer
- Schedule 7: Statutory Declaration

## 1. DEFINITIONS

Unless defined below, the capitalized terms used in this Licence have the meanings set out in the Act and Regulation.

“**Access Agreement**” means the contract between Vancouver Fraser Port Authority and the Licensee, pursuant to which the Vancouver Fraser Port Authority grants the Licensee access to Marine Terminals upon certain commercial terms and conditions;

“**Approved Vehicle**” means a vehicle that is designed to be self-propelled,

(a) to which a trailer, within the meaning of the *Motor Vehicle Act*, RSBC 1996, chapter 318 as amended, that is designed, used or intended for the carriage of containers, is or may be attached, and

(b) by which a trailer described in (a) is or may be drawn;

and that meets all of the requirements of this Licence, including, without limitation, that such vehicle has, prior to entering the Marine Terminal, been properly and duly approved for use by the Vancouver Fraser Port Authority pursuant to the Access Agreement, and, if required, by the Commissioner;

“**Business Costs**” means the costs of operating a business for which a Licensee is responsible and includes, but it is not limited to, chassis rental, wear and tear on tires, cargo insurance, Smart Phone costs, bridge or road tolls, loading fees, Access Agreement charges, fees related to the Terminal Gate Compliance Initiative, GPS-related expenses, (unless the Sponsored Independent Operator has unreasonably failed to cooperate in the return of the GPS unit to the Vancouver Fraser Port Authority or to the Licensee);

“**Compensation**” means remuneration, fuel surcharge and Position Movement Rate as those terms are defined by the Container Trucking Legislation;

“**Conditions of Licence**” means the conditions set out in section 6 and Schedule 1;

“**Container Trucking Legislation**” means the *Container Trucking Act* SBC 2014, chapter 28, as amended, the *Container Trucking Regulation* BC Reg 248/2014 Orders, and the Rules of Practice and Procedure made thereunder;

“**Container Trucking Contract**” means an agreement, arrangement or understanding by which a Licensee is required to complete Container Trucking Services by transport of one or more Containers to or partially to a final point of delivery in accordance with the terms of the agreement, arrangement or understanding;

“**Directing Mind**” means the individual who controls the actions of the container trucking services business or company.

“**Equipment**” means tractors, road transportation equipment, chassis, trailers and trucks, and includes Approved Vehicles;

“**Law**” means any statute, regulation, bylaw, rule, regulation, and order of any government or municipality;

“**Licence Applicant**” the business or corporation applying for a License.

“**Licensee**” means an entity, whether corporate or individual, to whom a Licence has been granted;

“**OBCCTC**” means the Office of the British Columbia Container Trucking Commissioner;

“**Off Dock**” means Off Dock Trip

“**On Dock**” means On Dock Trip

“**Order**” means an order made by the Commissioner under the Container Trucking Legislation;

“**Port Pass**” means a hard copy pass issued on terms set out in the Transport Canada marine security regulations, verifying that the holder has a *bona fide* requirement to access the Marine Terminal area;

“**Related Person**” means, in relation to the Licensee, any person with the same directing mind as the Licensee, and includes:

- (a) a person controlled directly or indirectly by the Licensee or any entity comprising the Licensee;
- (b) a person that directly or indirectly controls the Licensee or any entity comprising the Licensee;
- (c) a person that is directly or indirectly controlled by another person that:
  - (i) directly or indirectly controls the Licensee or any entity comprising the Licensee; or
  - (ii) the Licensee or any entity comprising the Licensee directly or indirectly controls; or
- (d) a person from whom the Licensee or any entity comprising the Licensee directly or indirectly acquired all or part of the Licensee’s container trucking business;

“**Required Information**” means the information described in Appendix D of Schedule 1 of the CTS license and/or Appendix 2 of the Sponsorship Agreement;

“**Security**” means the instrument described in section 5 and as attached as Appendix C to Schedule 1;

“**Sponsorship Agreement**” means a sponsorship agreement in the form attached as Schedule 2;

“**Sponsored Independent Operator**” means Independent Operators sponsored by the Licensee pursuant to the Sponsorship Agreement;

“**Subcontract for Container Trucking Services**” means an agreement, arrangement or understanding by which a Related Person or other party undertakes to transport any or all Containers to which a particular Container Trucking Contract applies whether or not such transport results in delivery of those Containers to a final point of delivery specified in the Container Trucking Contract;

“**Truck Tag**” means an OBCCTC decal affixed to a truck issued pursuant to this Licence;

“**Term**” means the period of time described in section 3.1;

## 2. GRANT

2.1 The Commissioner grants to the Licensee a Licence to carry out Container Trucking Services as defined and prescribed pursuant to and by the Container Trucking Legislation in accordance with this Licence.

## 3. TERM

3.1 The Term of this Licence is from the date it is issued to **November 30, 2026**.

3.2 This Licence is renewable at the discretion of the Commissioner, for an additional term or terms, as decided by the Commissioner.

## 4. FEES

4.1 The Commissioner acknowledges that the Licensee has agreed to pay a licence fee for the Term.

## 5. SECURITY

5.1 The Licensee shall provide the Commissioner with Security in the form of a compliance bond or an irrevocable letter of credit or in another form acceptable to the Commissioner, at least ten (10) business days prior to the commencement of the Term and in a form and content satisfactory to the Commissioner and in accordance with the requirements of the Container Trucking Legislation and in favour of the Commissioner and His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Transportation and Infrastructure, in the amount of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_). The Commissioner reserves the right to increase the required Security, in accordance with the Container Trucking Legislation, in the event the Licensee’s number of Truck Tags under this Licence increases.

- 5.2 The Commissioner shall not be obliged to realize against any or all of the Security to secure payment of amounts owing by the Licensee or in respect of any claims it may have against the Licensee before terminating this Licence.
- 5.3 No exercise of its rights under this clause shall disentitle the Commissioner from claiming for damages resulting from any breach of this Licence or any negligent act or omission by the Licensee, nor limit the quantum of any such claim.
- 5.4 If the entire Security, or any portion thereof, is realized by the Commissioner as aforesaid, then the Licensee shall, upon written demand of the Commissioner, re-establish the Security in an amount as directed by the Commissioner within five (5) business days after receipt of such demand. The Licensee shall maintain the Security in force and effect until the expiry or termination of the Licence. Failure to meet this requirement constitutes a default under this Licence.
- 5.5 If the issuer of the Security notifies either the Commissioner or the Licensee that the Security is invalid or will be invalidated for any reason, the Licensee shall obtain and deliver to the Commissioner forthwith upon receipt of such notification, valid replacement Security effective from the date of invalidation of the Security, which replacement Security shall contain the same terms and conditions as the cancelled or terminated Security.
- 5.6 The delivery of valid replacement Security by the Licensee under section 5.5 is in addition to, and does not preclude, the exercise by the Commissioner of any right, power or remedy available to the Commissioner under the Licence, or pursuant to Law, in connection with the realization of the Security.
- 5.7 Despite any term of this Licence, the format, terms and conditions, execution and identification of the Licensee on the Security, as applicable, may be modified as required by the Licensee and to the satisfaction of the Licensee and the Commissioner, only to the extent necessary to reflect the structure or identity of the Licensee.
- 5.8 The Licensee agrees that the Commissioner may release to the issuer of the Security any information the Commissioner obtains in relation to the Commissioner's final determination in section 5.2 and section 5.4.

## **6. CONDITIONS OF LICENCE**

### **Responsibilities of Licensee**

- 6.1 This Licence is issued subject to all Conditions of Licence. The Licensee must comply with all Conditions of the Licence throughout the Term.
- 6.2 The Licensee must not enter into an agreement, arrangement or understanding to perform On-Dock or Off Dock Container Trucking Services with any party who is not a Licensee and who performs Off-Dock Container Trucking Services in the Lower Mainland.
- 6.3 The Licensee must not enter into any Subcontract for Container Trucking Services with

any party who is not a Licensee.

- 6.4 The Licensee must register with the OBCCTC the Required Information set out in Part A of Appendix D to Schedule 1 and must maintain the currency of the Required Information set out in Part B Appendix D to Schedule 1.
- 6.5 Upon the expiration, termination, cancellation or surrender of the Licence, the former Licensee remains subject to the record-keeping obligations set out in the Licence and must retain and preserve all records set out in Appendix D to Schedule 1 for a period of four (4) years from the date of the expiration, termination, cancellation or surrender.
- 6.6 Upon the commencement of an audit or investigation, the Licensee must retain and preserve all records set out in Appendix D to Schedule 1 and may not dispose of any records until advised that it may do so by the OBCCTC.

### **Electronic Container Trucking Services Tracking**

- 6.7 The Licensee must ensure that all trucks engaged in Container Trucking Services are equipped with an electronic device or technology that records the number of hours of Container Trucking Services and/or Container Trucking Services trips performed.
- 6.8 Upon the request of the Commissioner, the Licensee, at its expense, must ensure that all trucks owned or controlled by a Related Person and move Containers are equipped with an electronic device or technology that records the number of hours and trips performed.
- 6.9 The Licensee must retain, and make available to the OBCCTC upon request, all data generated by the electronic device in all trucks engaged in Container Trucking Services for the Licensee for four (4) years after the date the data was created.
- 6.10 The Licensee must not withhold, alter, or tamper with the electronic devices or data.

### **Electronic Payroll and Wage Statements**

- 6.11 The Licensee must ensure that payroll records and wage statements for all drivers performing Container Trucking Services are created and maintained electronically.
- 6.12 The Licensee must retain, and make available to the OBCCTC upon request, all payroll records and wage statements for all drivers engaged in Container Trucking Services for the Licensee for four years after the date the payroll record or wage statement was generated.
- 6.13 The Licensee must not withhold, alter, or tamper with the electronic payroll records or wage statements.

### **Access to Marine Terminals**

- 6.14 The Licensee must be eligible to enter the Marine Terminals for the purposes of carrying out Container Trucking Services.



**6.15** The Licensee must be party to a valid Access Agreement.

### **Truck Tags**

**6.16** The Licensee must carry out Container Trucking Services for On Dock Trips and Off-Dock Trips using only Truck Tags allocated by the Commissioner on the conditions imposed by the Commissioner.

**6.17** The Licensee must assign a Truck Tag to each truck performing Container Trucking Services for On-Dock Trips and Off Dock Trips.

**6.18** The Licensee acknowledges that the Commissioner may consider information provided by the Vancouver Fraser Port Authority under its performance review program in determining the number of Truck Tags that the Licensee is authorized to use pursuant to this Licence.

**6.19** The Commissioner reserves to his or her entire discretion the determination of the number of Truck Tags allocated to the Licence and may reduce or increase the number of Truck Tags allocated to the Licence over the Term.

### **Other**

**6.20** The Licensee must comply with all applicable Laws, Orders, and safety and security requirements of the Commissioner.

**6.21** The Licensee must comply with the terms of the Sponsorship Agreement attached as Schedule 2.

**6.22** The Licensee must not engage the services of any Trucker for the carrying out of Container Trucking Services unless the Trucker is employed by the Licensee or is a Sponsored Independent Operator of the Licensee in accordance with any requirements set by the Commissioner.

**6.23** The Licensee must take all reasonable steps to ensure that every Trucker conducting Container Trucking Services on behalf of the Licensee complies with all of the Conditions of Licence.

**6.24** The Licensee must ensure that every Independent Operator who conducts Container Trucking Services on behalf of the Licensee executes and delivers to the OBCCTC the consent form attached at Schedule 4.

**6.25** The Licensee must not assign or transfer this Licence or Truck Tags.

**6.26** The Licensee must not receive by assignment or transfer a Licence or Truck Tags.

**6.27** Unless the Commissioner expressly consents, in advance, the Licence terminates on change of control of the Licensee, which occurs by the transfer by sale, assignment, transmission on death, mortgage, trust, or any of means of any shares, voting rights, or interest which results in in either:

- (a) a change of beneficial ownership of one or more of the parties that comprise the Licensee; or
- (b) a change of the identity of a person who is the Directing Mind of the Licensee.

**6.28** The Licensee must provide the Commissioner with a Statutory Declaration from its Directing Mind in the form attached as Schedule 5. The Commissioner may exempt the Licensee from referring to sanctions assessed against, monies owed by, or activity engaged in by a Related Person, if it is unreasonable to require the Licensee to provide this information.

**6.29** Any term, condition or provision of this Licence is found to be invalid, illegal or incapable of being enforced by a rule of law or public policy, all remaining terms, conditions and provisions shall be considered severable and shall remain in full force and effect.

**6.30** Failure to disclose in the Licence Application or the misrepresentation therein of any and every fact which is material to the Licence Application or to the Licence shall render the Licence voidable by the Office of the BC Container Trucking Commissioner

**7. CONTACT INFORMATION, REQUIRED INFORMATION LOCATIONS AND NOTICE**

**7.1** The Licensee must provide the Commissioner with at least one contact for all communication under this Licence, which contact information is set out in section 7.3

**7.2** The Licensee must provide the Commissioner with a street address of the place it mainly conducts its container trucking business in the Lower Mainland and advise in writing of any change of address within ten (10) business days prior to change.

**7.3** The Licensee contact for all communication pertaining to this Licence between the Commissioner and the Licensee, on behalf of the Licensee will be printed in English as follows:

Name: \_\_\_\_\_  
Position \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

**7.4** The contact for all communications pertaining to this Licence to the Commissioner shall be through the office of the Commissioner.

**7.5** Any correspondence to the Licence Contact shall be deemed received by the Commissioner if sent to any or all of the contact methods as set in the Rules and Procedures.

**7.6** The physical locations in British Columbia where the Required Information is located and accessible:

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Postal Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**8. AMENDMENT, ADDITIONAL CONDITIONS, SUSPENSION AND TERMINATION**

**8.1** Modification, addition of conditions, suspension and termination of this Licence are governed by the Container Trucking Legislation.

**9. MISCELLANEOUS**

**9.1** The Schedules and Appendices form part of this Licence.

**THE COMMISSIONER HAS ISSUED THIS LICENCE** as of the date of issuance noted above.

---

The British Columbia Container Trucking  
Commissioner (or delegate)

**SCHEDULE 1**  
**CONDITIONS OF LICENCE**

**See attached Appendices:**

- Appendix A - Prohibited Practices
- Appendix B - Equipment and Safety
- Appendix C - Form of Security
- Appendix D - Required Information
- Appendix E - Payment of Compensation

## APPENDIX A

### Prohibited Practices

1. In addition to any other conditions set out in the *Act, Regulation*, or CTS Licence, a Licensee must not do or permit a Related Person to do any of the following:
  - (a) permit an Employee, Indirectly Employed Operator or Independent Operator to have an ownership interest or a leasehold interest in Equipment in which the Licensee has an ownership interest or leasehold interest;
  - (b) permit an Employee or Indirectly Employed Operator or Independent Operator to assume an interest in or obligation to the Licensee;
  - (c) require an Independent Operator to sell his or her Equipment to the Licensee;
  - (d) permit a Trucker to rent, purchase or lease a Licensee's Equipment.
  - (e) require an Independent Operator or Indirectly Employed Operator to become a Directly Employed Operator of the Licensee;
  - (f) require Directly Employed Operator to become an Independent Operator or Indirectly Employed Operator;
  - (g) Remove, exchange, sell, purchase, alter or destroy a truck tag issued by the Commissioner.
  - (h) misrepresent, or require or allow a Trucker to misrepresent, the time worked, the distance travelled or monies paid to the Trucker;
  - (i) pay Truckers by a method of Compensation that is a hybrid of per trip and hourly;
  - (j) threaten, harass, coerce, or attempt to influence a Trucker in any way, either directly or indirectly, regarding a Trucker's right to retain his or her Compensation.

## **APPENDIX B**

### **Equipment and Safety**

1. A Licensee must ensure all of the following:
  - (a) that the Licensee conducts Container Trucking Services pursuant to this Licence using only Approved Vehicles;
  - (b) that all Approved Vehicles are maintained in good condition and repair;
  - (c) in addition to the above:
    - (i) that each Approved Vehicle is equipped, on the Vancouver Fraser Port Authority's request, with tracking and radio frequency equipment and other vehicle identification equipment approved by the Commissioner and at the sole cost of the Licensee; and
    - (ii) that the maintenance of the tracking or radio frequency equipment is to the standard of a prudent owner and the Licensee shall return that tracking and radio frequency equipment upon termination of the Licence or earlier request by the Commissioner and the Licensee shall comply with the Vancouver Fraser Port Authority's programs regarding equipment identification, tracking, monitoring, location and movement; and
  - (d) that all Approved Vehicles used by the Licensee for Container Trucking Services are identified:
    - (i) Display a Truck Tag on the approved truck to carry out Container Trucking Services for On-Dock Trips and Off Dock Trips.
    - (ii) The Truck Tag cannot be tampered with, removed, exchanged, sold, purchased, altered, or destroyed.
    - (iii) The Licensee must advise the OBCCTC of any damage to the truck tag or being replacing the truck within in five (5) business days.
2. The Licensee must:
  - (a) maintain a valid Canadian National Safety Code Certificate, and
  - (b) must advise the Commissioner immediately if the Canadian National Safety Code Certificate is suspended or terminated, and if this occurs the Licensee must immediately cease the carrying out of Container Trucking Services.

**APPENDIX C**  
**Form of Security**

**IRREVOCABLE LETTER OF CREDIT**

**DATE OF ISSUE:** [month, date, year]

**LETTER OF CREDIT NUMBER:** [Issuer to insert number]

**AMOUNT:** \$ [insert amount] CAD

**RE:** Container Trucking Licence effective [insert effective date] to [insert expiry date] issued to [Insert name of company/ licensee] by the Commissioner under the *Container Trucking Act* S.B.C. 2014, c. 28, and any extensions of same (the “Licence”).

At the request of [insert full legal name of Issuer’s customer/Licence holder]

we, [insert name of financial institution issuing ILOC, branch, address in BC for notices and demands] (*note to the issuer: issuer must be a Canadian Chartered bank or British Columbia Credit Union with a branch in the lower mainland of B.C.*) (the “Issuer”)

do hereby issue this Irrevocable Letter of Credit to guarantee payment on demand to HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE (the “Province”) and THE BRITISH COLUMBIA CONTAINER TRUCKING COMMISSIONER (the “Commissioner”) (collectively referred to as the “Beneficiaries”) on the following Terms and Conditions:

- 1) This Irrevocable Letter of Credit becomes effective immediately and, subject to paragraph 2 of this Irrevocable Letter of Credit, shall remain in effect and may be drawn upon for up to 1 year after the expiry or termination of the Licence.
- 2) This Irrevocable Letter of Credit shall be automatically renewed for successive and consecutive periods of 12 months from the current and each future expiry date of the Licence without further documentation, until either:
  - a) the Beneficiaries provide notice of release to the Issuer; or
  - b) the Issuer provides notice of non-renewal to the Beneficiaries.
- 3) Any notice of release or non-renewal to have effect shall be provided to the other party in writing by courier or registered mail at least 90 days prior to the next effective expiration date of the Licence.



- 4) Presentation of sight drafts or letters of demand for payment to be made against this Irrevocable Letter of Credit shall be at the discretion of the Beneficiaries without requirement of further documentation, notice or prejudice to the rights of any party.
- 5) We shall honour any demand(s) for payment signed by any one of the Beneficiaries, or representatives of the any one of the Beneficiaries, and delivered in person, by registered mail or by courier to the Issuer’s branch office reference above without inquiring as to whether you have the right as between yourselves and our said customer to make such a demand and without recognizing any claim(s) of our said customer or any other party.
- 6) Payment(s) shall be made payable to the Minister of Finance and shall be in the amount(s) specified in the demand, and partial and multiple drawings are permitted but shall not in the aggregate exceed the amount of this Irrevocable Letter of Credit as set out above.
- 7) We covenant to hold the Beneficiaries, their employees, agents and representatives safe from any and all claims for costs or damages which may arise out of any act, error or omission related to the handling, storage or presentation of this irrevocable Letter of Credit.

Unless otherwise stated this credit is subject to the Uniform Customs and Practice for Documentary Credits Uniform Customs and Practice for Documentary Credits 2007 Revision, I.C.C. Publication Number 600.

Executed under Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SEAL

\_\_\_\_\_  
Signature for the Issuer

\_\_\_\_\_  
Countersigned

**APPENDIX C**  
**Form of Security**

\*Form of security accepted is a ILOC or Compliance Bond

**COMPLIANCE BOND**

Please have your insurance broker contact the Office of the BC Container Trucking Commissioner at [registrar@bcctc.ca](mailto:registrar@bcctc.ca).

## **APPENDIX D**

### **Required Information**

#### **A. INFORMATION THAT MUST BE REGISTERED WITH THE OBCCTC**

1. The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for each Trucker (employee, sponsored Independent Operator and indirectly employed operator) who performs Container Trucking Services on behalf of the Licensee:
  - (a) the Trucker’s name, date of birth, telephone number and residential address;
  - (b) the nature of the employment relationship between the Licensee and the Trucker: directly employed operator or employee; or Independent Operator; indirectly employed operator;
  - (c) the Trucker’s Valid Port Pass number and date of expiry;
  - (d) the date the Trucker first performed Container Trucking Services for the Licensee; and
  - (e) the type of remuneration for the Trucker (whether hourly or per trip).
  
2. The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for every vehicle approved by the Commissioner and used to carry out, either directly or indirectly, Container Trucking Services on behalf of the Licensee:
  - (a) Title to the vehicle (vehicle ownership information);
  - (b) Vehicle Identification Number (“VIN”);
  - (c) the license plate number of each vehicle allotted a Truck Tag under the Licensee’s Licence;
  - (d) the name date of birth, telephone number and residential address for each Trucker driving that vehicle; and,
  - (e) The trucker’s valid port pass number and date of expiry
  - (f) confirmation that there is an electronic Container Trucking Services tracking device or technology installed in the vehicle.
  
3. The Licensee must ensure that all of the information set out at 1 and 2 above is kept current and must report any changes to the OBCCTC within ten (10) business days of the change.
  
4. The Licensee must register with the OBCCTC in English and in the form the following information about the Licensee:
  - (a) The Directing Mind of the Licensee.
  - (b) a copy of the Business Summary of the Licensee (most recent currency date).

- (c) identification of each Approved Vehicle directly or indirectly controlled by the Licensee.
5. The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for each Related Person of the Licensee who performs in part or in full Container Trucking Services:
- (a) The Directing Mind for each Related Person(s)
  - (b) Shareholder Registry of Licensee
  - (c) a copy of the Business Corporate Summary of each Related Person
  - (d) identification of each Approved Vehicle directly or indirectly controlled by the Related Person.

## **B. RECORDS THAT MUST BE MADE AVAILABLE UPON REQUEST**

1. The Licensee must keep complete, accurate and up-to-date records of the following information for four (4) years and must, upon request, provide the information to the Commissioner (or, where applicable, authorize the Commissioner to be provided with) information as follows regarding the Licensee, Related Persons, affiliates, and successor companies:
- (a) all authorizations in proper form as may be required by the Commissioner in connection with obtaining or accessing the information set out in 4(b)-(j) below;
  - (b) a copy of the Licensee’s current National Safety Council (“NSC”) Safety Certificate;
  - (c) the Licensee’s Carrier Profile as filed with the Ministry of Transportation and Infrastructure;
  - (d) the NSC and ICBC abstracts for the Licensee and all Truckers accessing the Marine Terminal and, if the Commissioner has, in its sole opinion, grounds of apprehension regarding the safety status, history and/or operating practices of the Licensee or its Truckers, the relevant NSC BC ID and access code. Provision of the access code shall be deemed to be authorization by the Licensee and/or the holder of the NSC for the Commissioner to access and review the information stored within the NSC system;
  - (e) corporate and company records of the Licensee, Related Persons, affiliates and successor companies;
  - (f) electronic wage statements and electronic payroll records of the Licensee and Related Persons, affiliates and successor companies, and the following additional information of the Licensee and Related Persons:
    - i. On every payday, a Licensee must give each Trucker a written wage statement for the pay period stating all of the following:
      - (a) the Licensee's name and address;

- (b) the hours worked by the Trucker;
  - (c) the Trucker's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
  - (d) the Trucker's overtime wage rate;
  - (e) the hours worked by the Trucker at the overtime wage rate;
  - (f) any money, allowance or other payment the Trucker is entitled to;
  - (g) the amount of each deduction from the Trucker's wages and the purpose of each deduction;
  - (h) if the Trucker is paid other than by the hour or by salary, how the wages were calculated for the work the Trucker is paid for;
  - (i) the Trucker's gross and net wages;
  - (j) how much money the Trucker's has taken from the Trucker's time bank and how much remains.
- ii. For each Trucker, a Licensee must keep records of the following information:
- (a) the Trucker's name, date of birth, occupation, telephone number and residential address;
  - (b) the date employment or retainer began;
  - (c) the Trucker's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
  - (d) the hours worked by the Trucker on each day, regardless of whether the Trucker is paid on an hourly or other basis;
  - (e) the benefits paid to the Trucker by the Licensee;
  - (f) the Trucker's gross and net wages for each pay period;
  - (g) each deduction made from the Trucker's wages and the reason for it;
  - (h) the dates of the statutory holidays taken by the Trucker and the amounts paid by the Licensee;
  - (i) the dates of the annual vacation taken by the Trucker, the amounts paid by the Licensee and the days and amounts owing;
  - (j) how much money the Trucker has taken from the Trucker's time bank, how much remains, the amounts paid and dates taken.
  - (k) Evidence of cancelled cheques or payment made to the Trucker.
  - (l) Fuel surcharges paid to the Trucker.
  - (m) Payment of Wait Time Remuneration.
  - (n) Fuel surcharges paid to the Trucker.

- (o) Position Movement Rate paid to Trucker.
    - (p) hours worked and trips completed on each day by the Trucker performing Container Trucking Services on behalf of the Licensee;
  - (g) electronic Container Trucking Services tracking data as required by s.6.7-6.9 of this Licence.
  - (h) records of the Licensee, Related Persons, affiliates and successor companies that pertain to engagement and remuneration of Truckers working in the container trucking industry;
  - (i) collective agreements binding on the Licensee, Related Persons, affiliates and successor companies and any related terms or letters of agreement or other agreements that govern the Licensee or Related Persons and Truckers who provide Container Trucking Services to the Licensee;
  - (j) a record of any claim made against the Licensee or against a person, company, or entity that may be a substitution for, or a new corporate entity of either,
  - (k) an assignee of the Licensee, or a Related Person, affiliate or successor company regarding non-payment of Compensation and Wait Time Remuneration to Truckers as prescribed pursuant to the Container Trucking Legislation and proof that the claim has been satisfactorily resolved; and
  - (l) confirmation that the Licensee retain records described in subsections (a) to (d) related to a person, company or entity that may be a substitution for, a new corporate entity of, an assignee of the Licensee, or a Related Person, affiliate and successor company.
  - (m) Records must
    - i. be in English,
    - ii. be kept at the Licensee's principal place of business in British Columbia.
2. On the request of the Commissioner, a Licensee must provide the Commissioner with a compliance letter from a Certified Professional Accountant (“CPA”) from an established accounting firm acceptable to the Commissioner confirming that the Licensee has:
- (a) duly made all source deductions and WCB submissions respecting a Trucker who is an Employee of the Licensee within the meaning of the *Employment Standards Act*, RSBC, chapter 113, as amended;
  - (b) not set off or deducted Business Costs from Wait Time Remuneration or Compensation owed to a Trucker pursuant to the Container Trucking Legislation;
  - (c) not received, directly or indirectly, a financial set-off, commission or rate deduction or rebate from a Trucker employed or retained by the Licensee; and
  - (d) paid all Truckers performing Container Trucking Services employed or retained

by the Licensee in accordance with the covenants in this Licence and the Container Trucking Legislation.

3. On the request of the Commissioner, a Licensee must provide the Commissioner, in a timely basis, with:
  - (a) evidence of the Licensee’s compliance with all approvals required by law, including regulatory approvals, and with a copy of the Licensee’s Access Agreement and Port Pass; and
  - (b) current information related to the Licensee, Truckers conducting Container Trucking Services on behalf of the Licensee, and Approved Vehicles.

## **APPENDIX E**

### **Payment of Compensation**

1. The Licensee must remunerate all Truckers who either directly or indirectly provide Container Trucking Services on behalf of the Licensee in accordance with the Container Trucking Legislation.
2. The Licensee must not set off or deduct Business Costs from Compensation or Wait Time Remuneration owed to a Trucker.
3. The Licensee must remit all Wait Time Remuneration to every Trucker who is paid by the Licensee on a per trip basis in the manner prescribed by the Container Trucking Legislation.



**SCHEDULE 2**

**SPONSORSHIP AGREEMENT**

<b>Licensee Business Name (“Sponsor”):</b> <hr/>
<b>(“Sponsored Independent Operator”)</b> <i>Sponsored Independent Operator Name:</i> <hr/>
<b>Independent Operator Business Name (if any)</b> <hr/>
<i>Telephone #:</i> <hr/>
<i>Email:</i> <hr/>
<i>Sponsored Independent Operator Port Pass #:</i> <hr/>
<i>BC Class 1 Driver’s License #</i> <hr/>
<b>Experience as Container Trucking Services Driver with any Licensee (check one).</b> Less than 2340 hours <input type="checkbox"/> 2340 hours or more <input type="checkbox"/> Approved Vehicle part of Licensee Fleet Insurance Plan: yes <input type="checkbox"/> no <input type="checkbox"/>
<b>Payment Structure:</b> Sponsored IO to be paid: hourly <input type="checkbox"/> per trip <input type="checkbox"/>
Payroll Deductions (if any) <input type="checkbox"/> Sponsor’s payment of fuel on behalf of Sponsored IO <input type="checkbox"/> Sponsor’s payment of Approved Vehicle insurance on behalf of Sponsored IO

I confirm that the information above is accurate and correct \_\_\_\_\_  
(I/O initial)

Pursuant to the Sponsor’s Container Trucking Services Licence, the Sponsor and the Sponsored Independent Operator (“Sponsored IO”) acknowledge and agree that:

- 1) The Sponsored IO is a party to a Joinder Agreement with the Vancouver Fraser Port Authority.
- 2) The Sponsored IO is an individual who currently holds a valid Port Pass;
- 3) The Sponsored IO is an individual who currently holds a valid Class 1 BC Driver’s License;
- 4) The Sponsor does not have any financial interest (directly or indirectly) in the Sponsored IOs Approved Vehicle;
- 5) The Sponsored IO is on the IO List held and administered by the OBCCTC;
- 6) The Sponsor requires the services of the Sponsored Independent Operator to perform Container Trucking Services;
- 7) If the Sponsored IO uses the services of an Indirectly Employed Operator (IEO) to undertake Container Trucking Services, that sole person must be an employee of the Sponsored IO and identified in the form attached as Appendix 1;
- 8) The Sponsored IO may not employ more than one IEO at a time to undertake Container Trucking Services or use the services of an IEO to replace a Sponsored IO longer than the term specified by the Commissioner in the Tag Policy;
- 9) The Sponsored IO performs Container Trucking Services a majority of the time while providing Container Trucking Services for the Sponsor.
- 10) The Sponsor and Sponsored IO agree the Payroll Deductions are the only non-statutory deductions that are permitted.
- 11) The Sponsor must provide the Sponsored IO an itemized listing of the expenses that match the Payroll Deductions at the time of the deductions.
- 12) The Sponsored IO may cancel the Payroll Deductions upon 30 days written notice to the Sponsor.
- 13) It is the Sponsor’s obligation to notify the Commissioner forthwith if any of the information of the Sponsor, the Sponsored IO or the IEO changes within five (5) business days of change;

#### Indirectly Employed Operator

- 14) The Sponsored IO is entitled to hire one IEO as a relief driver under this Sponsorship Agreement.
- 15) IEO must be an employee of the Sponsored IO and identified in the form attached as Appendix 1;
- 16) Sponsored IO is required to pay the regulated Compensation for an IEO and maintain payroll records in accordance with Appendix 2.
- 17) The Sponsor or Sponsored IO is not permitted to directly or indirectly deduct any Business Costs from the Compensation of an IEO.
- 18) A Sponsored IO is required to comply with the following:
  - a. remuneration requirements of the IEO as set out in the *Container Trucking Act* and *Container Trucking Regulation* and the Commissioner’s Rate Order;
  - b. the requirements set out in the *Employment Standards Act* RSBC 1996, c. 113 as amended;

I confirm I have read this page \_\_\_\_\_  
(I/O initial)

- c. update the Commissioner and Sponsor in writing upon hiring, layoff, suspension, or termination of an IEO;
  - d. provide the Commissioner upon request the required payroll records of the IEO as set out in Appendix D of the CTS Licence.
  - e. The *Personal Information Protection Act* as it related to the employment of an IEO.
- 19) The Sponsor will ensure that the Sponsored IO carries out the obligations to the IEO as set out in this Sponsorship Agreement and will indemnify the IEO for any remuneration deemed owed to the IEO by the Commissioner.

#### Termination of Sponsorship Agreement

- 20) The Sponsorship Agreement may immediately be terminated if any of the following occurs:
- a. In accordance with a requirement set out in the Tag Policy.
  - b. Sponsored I/O resigns or is laid off or terminated for any reason.
  - c. Sponsored I/O is removed from the I/O List.
  - d. Sponsored I/O's port pass is rescinded or not renewed.
  - e. Sponsored I/O fails to produce or maintain the records for IEOs set out in Appendix 2 of the Sponsorship Agreement.
  - f. Sponsored I/O is paid directly or indirectly by another Licensee who is not a signatory to this Sponsorship Agreement.
  - g. Commissioner withdraws or suspends the Sponsored I/Os truck tag.
  - h. Sponsor's licence is suspended, cancelled, or expired.
  - i. Sponsor or the Sponsored I/O attempts to remove, exchange, sell, purchase, alter, destroy or fail to report a removed or damaged truck tag issued by the Commissioner.
- 21) Either the Sponsor or the Sponsored IO may terminate the Sponsorship at any time, upon notice to the other party, and to the Commissioner.
- 22) The terms and continuation of the Sponsorship Agreement are subject to the Commissioner's discretion.

#### **General Terms:**

- 23) The terms and continuation of the Sponsorship Agreement are subject to the Commissioner's discretion.
- 24) The capitalized terms in this Schedule have the same meaning as those terms are defined in the Container Trucking Services Licence issued to the Sponsor;
- 25) Any breach of the terms of the Sponsorship Agreement by the Sponsor or the Sponsored IO may lead to termination of the Sponsorship Agreement by the Commissioner.
- 26) The Sponsored IO can only be a party to one sponsorship agreement at a time.
- 27) The Sponsorship Agreement cannot be bought, sold or transferred.
- 28) The Sponsorship Agreement will not be effective unless and until the Commissioner communicates approval in writing.

I confirm I have read this page \_\_\_\_\_  
(I/O initial)

**By signing in the space provided below, the Sponsor and the Sponsored Independent Operator confirm that they agree to the terms and conditions set out above.**

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

<p><b>SPONSOR</b>, <i>by its duly authorized signatory</i></p>  <hr/> <p>Signature</p>  <hr/> <p>Name (please print)</p>  <hr/> <p>Company Name (please print)</p>	<p><b>WITNESS:</b></p>  <hr/> <p>Signature</p>  <hr/> <p>Name (please print)</p>  <hr/> <hr/> <hr/> <p>Address</p>
<p><b>SPONSORED INDEPENDENT OPERATOR</b>, <i>by its duly authorized signatory</i></p>  <hr/> <p>Signature</p>  <hr/> <p>Name (please print)</p>  <hr/> <hr/> <hr/> <p>Address</p>	<p><b>WITNESS:</b></p>  <hr/> <p>Signature</p>  <hr/> <p>Name (please print)</p>  <hr/> <hr/> <hr/> <p>Address</p>

**APPENDIX 2  
 INDIRECTLY EMPLOYED OPERATOR INFORMATION**

<b>Valid Port Pass Number</b>	<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>	<b>Hours of experience with any Licensee</b>

<i>Address of IEO</i>			
<i>Home Address</i>	<i>City</i>	<i>Province</i>	<i>Postal Code</i>
<i>Contact information</i>	<i>Phone number</i>	<i>Cell phone</i>	<i>Other</i>

I confirm that the information above is accurate and correct \_\_\_\_\_  
 (I/O initial)

### APPENDIX 3 SPONSORED IO RECORDS THAT MUST BE MADE AVAILABLE UPON REQUEST

1. The Sponsored IO must keep complete, accurate and up-to-date records of the following information and must, upon request, provide the information to the Commissioner (or, where applicable, authorize the Commissioner to be provided with) information as follows:
  - (a) electronic wage statements and electronic payroll records of Indirectly Employed Operators, for all IEOs; and
  - (b) the following additional information:
    - i. hours worked and trips completed on each day by the IEO performing Container Trucking Services on behalf of the Sponsored IO;
    - ii. benefits, if any, paid to the IEO;
    - iii. total Compensation, before taxes and any other deductions, paid to the IEO;
    - iv. any deductions made from the IEO, and the reason for the deduction.
    - v. Evidence of cancelled cheques or payment made to the IEO.
2. The Sponsored IO must pay the IEO the hourly rate set out in the Commissioner's Rate Order at least semimonthly and within 8 days after the end of the pay period, and must pay to an IEO all wages earned by the IEO in a pay period.
3. On every payday,
  - (a) a Sponsored IO must give the IEO a written wage statement for the pay period stating all of the following:
    - (i) the Sponsored IO name and address;
    - (ii) the hours worked by the IEO;
    - (iii) the IEO's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
    - (iv) the IEO's overtime wage rate;
    - (v) the hours worked by the IEO at the overtime wage rate;
    - (vi) any money, allowance or other payment the IEO is entitled to;
    - (vii) the amount of each deduction from the IEO's wages and the purpose of each deduction;
    - (viii) if the IEO is paid other than by the hour or by salary, how the wages were calculated for the work the IEO is paid for;

- (ix) the IEO's gross and net wages;
  - (x) how much money the IEO has taken from the IEO's time bank and how much remains.
- (b) A Sponsored IO may provide a wage statement to an IEO electronically if the Sponsored IO provides to the IEO, through the workplace,
- (a) confidential access to the electronic wage statement, and
  - (b) a means of making a paper copy of that wage statement.
- (c) If a wage statement would be the same as the wage statement given for the previous pay period, another wage statement need not be given until a change occurs.
4. For each IEO, a Sponsored IO must keep records of the following information:
- a) the IEO's name, date of birth, occupation, telephone number and residential address;
  - b) the date employment began;
  - c) the IEO's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
  - d) the hours worked by the IEO on each day, regardless of whether the IEO is paid on an hourly or other basis;
  - e) the benefits paid to the IEO by the Sponsored IO;
  - f) the IEO's gross and net wages for each pay period;

## APPENDIX 4: DEFINITIONS

Unless defined below, the capitalized terms used in this Sponsorship Agreement have the meanings set out in the *Act* and Regulation.

“**Approved Vehicle**” means a vehicle that is designed to be self-propelled,

- (a) to which a trailer, within the meaning of the *Motor Vehicle Act*, RSBC 1996, chapter 318 as amended, that is designed, used or intended for the carriage of containers, is or may be attached, and
- (b) by which a trailer described in (a) is or may be drawn;

and that meets all of the requirements of the Licence, including, without limitation, that such vehicle has, prior to entering the Marine Terminal, been properly and duly approved for use by the Vancouver Fraser Port Authority pursuant to the Access Agreement, and, if required, by the Commissioner;

“**Business Costs**” means the costs of operating a business for which a Licensee is responsible and includes, but it is not limited to, chassis rental, wear and tear on tires, cargo insurance, Smart Phone costs, bridge or road tolls, loading fees, Access Agreement charges, fees related to the Terminal Gate Compliance Initiative, GPS-related expenses;

“**Compensation or Rate Order**” means remuneration and fuel surcharge as those terms are defined by the Container Trucking Legislation;

“**Container Trucking Services**” means the transportation of a Container by means of a truck;

“**Equipment**” means tractors, road transportation equipment, chassis, trailers and trucks,

“**Licence**” has the same meaning as “licence” under the Container Trucking Legislation;

“**Licensee**” means an entity, whether corporate or individual, to whom a Licence has been granted;

“**OBCCTC**” means the Office of the British Columbia Container Trucking Commissioner;

“**Order**” means an order made by the Commissioner under the Container Trucking Legislation;

“**Port Pass**” means a hard copy pass issued on terms set out in the Transport Canada marine security regulations, verifying that the holder has a *bona fide* requirement to access the Marine Terminal area;



“**Person**” has the meaning given to that term in the *Interpretation Act*, RSBC 1996, chapter 238, as amended;

“**Related Person**” means, in relation to a Licensee, any person with the same directing mind as a Licensee, and includes:

- (a) a person controlled directly or indirectly by a Licensee or any entity comprising a Licensee;
- (b) a person that directly or indirectly controls a Licensee or any entity comprising a Licensee;
- (c) a person that is directly or indirectly controlled by another person that:
  - (i) directly or indirectly controls a Licensee; or
  - (ii) a Licensee directly or indirectly controls; or
- (d) a person from whom the Licensee directly or indirectly acquired all or part of the Licensee’s container trucking business;

“**Required Information**” means the information described in Appendix D of Schedule 1 of the CTS license and/or Appendix 2 of the Sponsorship Agreement;

“**Sponsored Independent Operator**” means Independent Operators sponsored by the Licensee pursuant to the Sponsorship Agreement;

“**Truck Tag**” means an OBCCTC decal affixed to a truck issued pursuant to this Licence;

“**Term**” means the period of time set out in the Licence

### SCHEDULE 3 LICENSEE CONSENT

I, \_\_\_\_\_ (please print clearly), **effective as of the date set out below, hereby acknowledge and agree that:**

\_\_\_\_\_, (the “**Licensee**”) has been issued a licence by the British Columbia Container Trucking Commissioner (the “**Commissioner**”), appointed under the British Columbia *Container Trucking Act* (the “**Act**”), to carry out Container Trucking Services as defined and prescribed pursuant to the Act and its regulations or a licence has been deemed (the “**Licence**”).

In order to apply for the Licence, and periodically during the term of the Licence, the Licensee must provide certain information, which may include personal information, respecting companies, vehicles and vehicle operators and related activities to the Vancouver Fraser Port Authority (the “**Authority**”) and/or to the Commissioner as set out in Appendix D (the “**Required Information**”).

The Required Information is collected and may be used by and disclosed to the Commissioner, the Authority or His Majesty the King in right of the Province of British Columbia, represented by the Minister of Transportation and Infrastructure (the “**Province**”), for the purpose of stabilizing the container trucking industry in the Lower Mainland of British Columbia, and enhancing safety, security, order, and operational efficiencies within that industry, and ensuring compliance with the *Act*, and the regulations and orders of the Commissioner made under that *Act* (the “**Purpose**”).

In consideration of the possibility of my deriving a benefit from the granting of the Licence, I hereby unconditionally and perpetually consent, authorize and grant to the Commissioner, and the Province all necessary authority, right and licence:

- a) to collect, including to collect indirectly from the Licensee, the Commissioner, the Authority or the Province, as the case may be, any of my personal information contained in the Required Information;
- b) to use any of my personal information contained in the Required Information in furtherance of the Purpose; and
- c) to disclose any of my personal information contained in the Required Information to the Licensee, the Commissioner, the Authority and/or the Province, as the case may be, in furtherance of the Purpose or as may be authorized or required in accordance with applicable law, including under the *Act*.

I further agree:

- a) that I have complied with the relevant privacy legislation and advised my employees,

Related Persons, customers, and independent operators that their personal and commercial information may be shared with the Commissioner.

- b) that I provided a copy and will provide a copy of the appropriate consent forms to all current and future Directly Employed Operators and Independent Operators and their Indirectly Employed Operators.
- c) to provide the Required Information to the Licensee, the Authority, the Commissioner or the Province as may be required or requested from time to time;
- d) that the Authority or the Commissioner may disclose to third parties the Required Information, including any of my personal information contained in the Required Information, and any other information in respect of any breach of the terms of the Licence or any proposed or actual suspension, modification, or termination of the Licence; and
- e) that such third parties may share with the Commissioner any comparable or necessary information, including personal information, about me, my vehicles, my companies, my activities and my operations, in respect of any breaches of the terms of the Licence or any proposed or actual suspension, modification, or termination of the Licence.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

SIGNED & DELIVERED in the presence of:

\_\_\_\_\_  
Witness Name (Please print)

\_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature of Consenting Party

In accordance with this Consent, your personal information will be collected under section 26(c) of the *Freedom of Information and Protection of Privacy Act* for the purpose described above in section 3. If you have any questions regarding the collection of personal information under this Agreement, please contact: Deputy Commissioner, 3<sup>rd</sup> Floor - 1085 Cambie Street, Vancouver, V6B 5L7; Telephone: (604) 660-6051.

## SCHEDULE 4

### SPONSORED INDEPENDENT OPERATOR CONSENT FORM

I, \_\_\_\_\_ (please print clearly), **effective as of the date set out below, hereby acknowledge and agree that:**

\_\_\_\_\_, (the “**Sponsored IO**”) has been approved by the British Columbia Container Trucking Commissioner (the “**Commissioner**”), appointed under the British Columbia *Container Trucking Act* (the “**Act**”), to be granted a Sponsorship Agreement (“Sponsorship Agreement”) to carry out Container Trucking Services as defined and prescribed pursuant to the *Act* and its regulations or a licence has been deemed (the “**Licence**”).

In order to perform Container Trucking Services, and periodically during the term of the Sponsorship Agreement and Licence, the Sponsored IO must provide certain information, which may include personal information, respecting companies, vehicles and vehicle operators and related activities to the Commissioner (the “**Required Information**”).

The Required Information is collected and may be used by and disclosed to the Commissioner, or His Majesty the King in right of the Province of British Columbia, represented by the Minister of Transportation and Infrastructure (the “**Province**”), for the purpose of stabilizing the container trucking industry in the Lower Mainland of British Columbia, and order, and operational efficiencies within that industry, and ensuring compliance with the *Act*, and the regulations and orders of the Commissioner made under that *Act* (the “**Purpose**”).

I hereby unconditionally and perpetually consent, authorize and grant to the Commissioner and the Province all necessary authority, right and licence:

- a) to collect, including to collect indirectly from the Licensee, the Commissioner, the Vancouver Fraser Port Authority (“**Authority**”) or the Province, as the case may be, any of my personal information contained in the Required Information;
- b) to use any of my personal information contained in the Required Information in furtherance of the Purpose; and
- c) to disclose any of my personal information contained in the Required Information to the Licensee, the Commissioner, the Authority and/or the Province, as the case may be, in furtherance of the Purpose or as may be authorized or required in accordance with applicable law, including under the *Act*.

I further agree:

- d) that the Licensee has provided me with a copy of the Required Information set out in Appendix D of the CTS Licence (“**Required Information**”).

- e) to provide my personal information contained in the Required Information to the Licensee, the Commissioner or the Province as may be required or requested from time to time;
- f) that I have complied with the relevant privacy legislation and advised my employees (Indirectly Employed Operators), Related Persons, customers, and independent operators that their personal and commercial information may be shared with the Commissioner.
- g) that the Licensee may share any of my personal information provided by me or collected by me or the Licensee to the Commissioner
- h) that Commissioner may disclose to third parties the Required Information, including any of my personal, confidential, and commercial information contained in the Required Information, and any other information in respect of any breach of the terms of the Licence or any proposed or actual suspension, modification, or termination of the Licence; and
- i) that such third parties may share with the Commissioner any comparable or necessary information, including personal information, about me, my vehicles, my activities and my operations, in respect of any breaches of the terms of the Sponsorship Agreement or Licence or any proposed or actual suspension, modification, or termination of the Sponsorship Agreement or Licence.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

SIGNED & DELIVERED in the presence of:

\_\_\_\_\_

Sponsored IO Signature

\_\_\_\_\_  
Witness Name (Please print)

\_\_\_\_\_  
**Witness Signature**

**SCHEDULE 5**  
**RELATED PERSONS**

This is to confirm that \_\_\_\_\_ (Directing Mind name), has reviewed the definition of Related Person set out in section 1 of the Licence and acknowledges that the following Related Person performs Container Trucking Services within British Columbia.

Corporate Name   DBA name if any   Directing Mind   Contact

Corporate Name   DBA name if any   Directing Mind   Contact

Corporate Name   DBA name if any   Directing Mind   Contact

Corporate Name   DBA name if any   Directing Mind   Contact

.

\_\_\_\_\_  
Duly Authorized Signatory of the Licensee

Dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## SCHEDULE 6

### TERMS AND CONDITIONS OF EMPLOYMENT OR RETAINER OF TRUCKERS

In accordance with section 18(2)(b) of the *Container Trucking Act*, the following minimum terms and conditions of employment of Directly Employed Operators, Indirectly Employed Operators and employment or retainers of Independent Operators will be as follows:

#### Minimum daily hours and call out

If as required by Licensee a Trucker reports for work on any day, the Licensee must pay the Trucker the minimum daily hours set out in the Rate Order (whichever rate is applicable) whether or not the Trucker starts work.

**SCHEDULE 7**  
**STATUTORY DECLARATION**

**IN THE MATTER OF THE** *Container Trucking Act and Regulation* and the application for a Container Trucking Services Licence submitted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN:**

**BRITISH COLUMBIA CONTAINER TRUCKING COMMISSIONER**

(the “Commissioner”)

**AND:**

\_\_\_\_\_

\_\_\_\_\_

(“Licence Applicant”)

I, \_\_\_\_\_, being the Directing Mind of the Licence Applicant,  
(TYPE FULL NAME AND POSITION OR TITLE)

**DO SOLEMNLY DECLARE THAT:**

1. These terms have the following meaning in this Declaration:

“**Application**” means the application for a Container Trucking Services Licence submitted by the Licence Applicant to the Commissioner on the date referred to above;

“**Act**” means the *Container Trucking Act* S.B.C. 2014, chapter 28;

“**Directing Mind**” – the individual who controls the actions of the business or corporation.

“**Licence Applicant**” – the business or corporation applying for a license.

“**Related Person**” means, in relation to the Licence Applicant, any person with the same directing mind as the Licence Applicant, and includes:

- (a) a person controlled directly or indirectly by the Licence Applicant or any entity comprising the Licence Applicant;
- (b) a person that directly or indirectly controls the Licence Applicant or any entity comprising the Licence Applicant;
- (c) a person that is directly or indirectly controlled by another person that:

I confirm I have read this page \_\_\_\_\_  
(Directing Mind’s initials)



- (i) directly or indirectly controls the Licence Applicant or any entity comprising the Licence Applicant; or
- (ii) the Licence Applicant or any entity comprising the Licence Applicant directly or indirectly controls; or
- (d) a person from whom the Licence Applicant or any entity comprising the Licence Applicant directly or indirectly acquired all or part of the Licence Applicant’s container trucking business;

“**Regulation**” means the *Container Trucking Regulation*, BC Reg 248/2014;

“**Container Trucking Services Licence**” means any licence at any time issued by the Commissioner to perform Container Trucking Services.

2. Pursuant to section 8(2)(b) of the *Regulation*, the Applicant agrees that:

- (a) No sanctions have been assessed by the Vancouver Fraser Port Authority, the Commissioner, the provincial government or the government of Canada against the Licence Applicant or against a Related Person whether or not that Related Person exists at the time of the Application,
- (b) No monies are owed to a Trucker under the *Act* or Regulations by the Licence Applicant, or by a Related Person, whether or not that Related Person exists at the time of the Application.
- (c) the applicant has not engaged in activity prohibited by the Regulation,
- (d) no related person, whether or not that related person exists at the time of the application, has engaged in any activity prohibited by this regulation, and
- (e) the applicant is eligible to obtain access to all marine terminals if the applicant obtains a licence.

3. If any sanctions have been assessed by the Commissioner against the Licence Applicant or the Related Person under the Container Trucking Services Licence, the Licence Applicant or the Related Person has discharged all obligations related to those sanctions, and is currently compliant with all applicable laws;

4. Failure to disclose in the Application or the misrepresentation therein of any and every fact which is material to the Application or to the Container Trucking Services Licence shall render the Container Trucking Services Licence voidable by the Office of the BC Container Trucking Commissioner.

I confirm I have read this page \_\_\_\_\_  
(Directing Mind’s initials)

**AND I MAKE THIS SOLEMN DECLARATION**, conscientiously believing it to be true and knowing that it is of the same legal force and effect as if made under Oath.

**DECLARED BEFORE ME** at \_\_\_\_\_, in the

Province of British Columbia, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for taking affidavits for  
British Columbia

\_\_\_\_\_  
Signature of Directing Mind of the Licence  
Applicant

\_\_\_\_\_  
Print Name

**Note:** If you make a false statement, you may be subject to penalties under the *Act* and the *Regulation* or charged with an offence.



OFFICE OF THE  
BRITISH COLUMBIA CONTAINER  
TRUCKING COMMISSIONER

---

1085 Cambie Street, Vancouver BC V6B 5L7

[info@obcctc.ca](mailto:info@obcctc.ca)

[obcctc.ca](http://obcctc.ca)

604-660-6051